

- Fill in loop -
Bear Creek Canyon
#13

AGREEMENT

THIS AGREEMENT entered into on this _____ day of _____, 1979,
by and between Co-op Mining Company, a Utah Corporation, and HUNTINGTON CITY,
a Municipal Corporation:

WITNESSETH:

THAT WHEREAS, CO-OP MINING Company is undertaking to develop and put into operation a coal mine in BEAR CREEK Canyon, in Emery County, Utah;

AND WHEREAS, HUNTINGTON CITY has recieved in past and is now receiving a portion of its culinary water supply from a spring in BEAR CREEK Canyon in the general proximity of the proposed mining operation;

AND WHEREAS, the parties to this Agreement wish to cooperate with each other so as to assure that CO-OP MINING operation will not in any manner result in a loss of diminution of the water supply available to the CITY from the spring do hereby AGREE and COVENANT between themselves as follows:

1. that, at the option of Huntington City, representatives of Huntington City and the CO-OP MINING Company will make an inspection underground in the old BEAR CANYON Mine, to check for water at the fault line.

2. That the CITY will maintain a flow meter at the spring site and shall take measurements from the meter on a continuing basis so that any interference with the water supply of diminution in the flow can be readily determined and the flow figures as measured shall be made available to CO-OP MINING Company.

3. In the event that the mining operation diminishes or interferes with the flow of water from the spring, CO-OP MINING Company agrees to obtain water of a culinary quality from some other source and to place it in the culinary water system of HUNTINGTON CITY in such quantity and quality as would replenish the flow that is lost; in the event that CO-OP MINING Company should encounter substantial volumes of water which encounter coincides with said diminished flow of water from the spring, CO-OP MINING Company will within seven (7) days after such encounter initiate such action as is necessary to divert flow of water into the supply system of HUNTINGTON CITY in such a manner that will insure the culinary quality of the water and the engineering representative of the CITY will be immediately notified of such encounter and shall approve all steps taken to divert the water as provided herein.

4. This Agreement shall cover the proposed mining operation on the 450 acres covered by and described in Cause No. ACT-015-025, before the Utah Board of Oil, Gas and Mining, Department of Natural Resources.

5. As a condition to entering into the foregoing Agreement, the CITY agrees that it will withdraw its protest in Cause No. ACT-015-025 before the Board of Oil, Gas and Mining, Department of Natural Resources of the State of Utah, and also it agrees that it will not protest the proposed mining operation on the ~~450~~ acres as heretofore filed as a mining plan with the United States Geological Service.

The CITY hereby specifically reserves its rights of protest and all other legal remedies on all other future mining plans or proposals on land not included in the acreage covered by this Agreement.

CO-OP MINING COMPANY

By: _____

HUNTINGTON CITY

By: _____